

IN THE UNITED STATES DISTRICT COURT  
FOR NEW JERSEY

Frank J. Martone, Esq.  
Attorney ID#8629  
FRANK J. MARTONE, P.C.  
1455 BROAD STREET  
BLOOMFIELD, NJ 07003  
973-473-3000  
Attorneys for Plaintiff  
United States of America,

Plaintiff

Civil Action No.

vs.

**Complaint for Foreclosure and  
Possession**

Sunil Khanna; Mrs. Sunil Khanna, his wife;  
Poonam Khanna; Mr. Khanna, husband of  
Poonam Khanna; Logitech Systems, Inc.;  
Wells Fargo Bank, National Association;  
Trump's Castle Associates; JPMorgan  
Chase Bank, National Association; Trump  
Taj Mahal Associates; American Express  
Travel Related Services Inc., a NY  
Corporation; Getty Petroleum Marketing;  
L&L Consulting Inc.; William P. Hipple,  
DDS; Earl F. Cubbage, DDS; Citifinancial  
Service; Hudson & Keyes, on behalf of  
A/K/A MBNA America; State of New Jersey

Defendant(s)

The United States of America, by and through its attorneys, Frank J. Martone, P.C., states the following claims against the defendants:

**PARTIES**

1. Plaintiff, the **United States Small Business Administration** ("SBA"), is an agency of the United States of America, (hereinafter referred to as "United States of America" having an office at 200 W. Santa Ana Boulevard, Suite 700, Santa Ana, CA 92701.

2. Defendant, **Sunil Khanna**, is joined as a party defendant to this action because he signed an Unconditional Guarantee for the Note on behalf of **Logitech Systems, Inc.** and executed a mortgage to secure the payment of the Note.

3. Defendant, **Mrs. Sunil Khanna, his wife**, is named as party defendant in this action for any curtesy/dower or other interest in said premises.

4. Defendant, **Poonam Khanna**, is joined as a party defendant to this action because she signed an Unconditional Guarantee for the Note on behalf of **Logitek Systems, Inc.** and executed a mortgage to secure the payment of the Note.

5. Defendant, **Mr. Khanna, husband of Poonam Khanna**, is named as party defendant in this action for any curtesy/dower or other interest in said premises.

6. Defendant, **Logitek Systems, Inc.**, is joined as a party defendant because it was the primary borrower on the underlying Note, which is in default.

7. Defendant, **Wells Fargo Bank, National Association**, successor in interest to Wachovia Bank, National Association, herein referred to as "Wells Fargo Bank, National Association", is joined as a party defendant because it holds a subsequent mortgage and a docketed judgment which is further described in paragraph 32a and 32b.

8. Defendant, **Trump's Castle Associates**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32c.

9. Defendant, **JPMorgan Chase Bank, National Association**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32d.

10. Defendant, **Trump Taj Mahal Associates**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32e.

11. Defendant, **American Express Travel Related Services Inc., a NY Corporation**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32f.

12. Defendant, **Getty Petroleum Marketing**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32g.

13. Defendant, **L&L Consulting Inc.**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32h.

14. Defendants, **William P. Hipple, DDS. And Earl F. Cubbage, DDS.**, are joined as a party defendants for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32i.

15. Defendant, **Citifinancial Service**, is joined as a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgments further described in paragraph 32j and paragraph 32k.

16. Defendant, **Hudson and Keyeses, on behalf of A/K/A MBNA America**, is made a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgment further described in paragraph 32l.

17. Defendant, **State of New Jersey**, is made a party defendant for any lien, claim, or interest it may have in, to, or on the mortgaged premises by virtue of the docketed judgments further described in paragraph 32m, 32m-1, 32m-2 and 32m-3.

#### **JURISDICTION AND VENUE**

18. Jurisdiction is based on 28 U.S.C. §1345, which provides that the district courts shall have original jurisdiction of all civil actions, suits or proceedings commenced by the United States, or by any agency or officer, and upon 12 U.S.C. 1715 *et seq.*

19. Venue is proper in this district under 28 U.S.C. §1391 and §1396 as the transaction which is the subject matter of this Complaint took place entirely in this district, and the real estate which is the subject of this transaction is located in this district.

#### **FACTS**

20. On February 20, 2002, **Logitek Systems, Inc.**, by its President and Secretary, **Sunil Khanna**, executed and delivered to the U.S. Small Business Administration, a Fixed Rate Note, in the

amount of \$200,000.00 plus interest in the amount of 4.00%, attached hereto as Exhibit A, incorporated herein and made a part hereof. (Note).

21. Simultaneously with the execution and delivery of the Note, the Guarantors, **Sunil Khanna and Poonam Khanna**, each gave an Unconditional Guarantee to the U.S. Small Business Administration, attached hereto as Exhibit B and Exhibit C respectfully, incorporated herein and made a part hereof. (Unconditional Guarantees).

22. Simultaneously with the execution and delivery of the Note and Unconditional Guarantees, and in order to secure the payment of said Note, the mortgagors, **Sunil Khanna and Poonam Khanna**, executed and delivered to the Administrator of the Small Business Administration, and agency of the Government of the United States of America, a Mortgage in the amount of \$200,000.00, a copy of which is attached hereto as Exhibit D, incorporated herein and made a part hereof (Mortgage). Said Mortgage was duly recorded on March 13, 2002 in Book 06788, at Page 0120, in the Clerk's Office of the County of MERCER in the State of New Jersey. Said real estate is within the jurisdictional limits of the Court. **Said mortgage was not a purchase money mortgage.**

23. The mortgaged premises are described as follows:

All that certain tract or parcel of land and premises situate in the Township of WEST WINDSOR, County of MERCER and State of New Jersey being more particularly described as follows:

See attached Exhibit E.

Tax Lot 3, Block 27.08, commonly known as **1 ERIC COURT, WEST WINDSOR TOWNSHIP, NEW JERSEY 08550** with a mailing address of **1 ERIC COURT, PRINCETON JUNCTION, NEW JERSEY 08550**.

The filed map description contained in Exhibit E attached hereto is the same description contained in the recorded mortgage referenced in Paragraph 22, above.

24. Said Note further provided that, in addition to the foregoing installments of principal and interest, the obligors promised to make monthly payments in the amounts and to be applied in the manner set forth in the mortgage securing the Note.

25. Said Note and Mortgage contained an agreement that, should any default be made in the payment of any monthly installment on account of principal and interest, or any part thereof, if any of the other payments to be made by the mortgagor under the provisions of the mortgage securing the Note when due as provided in the Note or in the mortgage, the entire indebtedness secured shall immediately become due, payable.

26. Said Note and Mortgage contained an agreement that if any of the installments of taxes, assessments, water rents, charges, impositions or liens, levied upon the premises should remain in default, the mortgagee may pay the same, and such amount paid shall be a lien on said lands, added to the amount of the mortgage debt and secured by this mortgage.

27. During the course of this action, the plaintiff may be obligated to make advances for the payment of taxes, insurance premiums, and necessary expenses and curative payments to preserve the security, and such sums advanced under the terms of the Note, together with interest, are to be added to the amount due on the mortgage debt and secured by the plaintiff's mortgage.

28. The Defendants, **Logitech Systems, Inc., Sunil Khanna and Poonam Khanna**, are indebted to the United States of America on behalf of the U.S. Small Business Administration and there remains due the following sums to the Plaintiff.

Loan	\$200,000.00	
Care and Preservation of Collateral	\$ 0.00	
Recoverable Expenses	<u>\$ 1,740.00</u>	
Total Amount Disbursed		\$201,740.00
Less: Repayments		<u>\$ 0.00</u>
Current Balance		\$201,740.00
Add: Accrued Interest &/or Purchased Interest		\$ 89,858.92
Total Charges Outstanding		\$291,598.92
Less: Escrow Balance		\$ 0.00
<b>Total Indebtedness as of 4/19/2016</b>	<b>=</b>	<b><u>\$291,598.92</u></b>
Daily interest accrual on current balance		\$ 22.11
Date of Last Transaction		08/14/2012

(See Certified Statement of Account, attached hereto as Exhibit F, incorporated herein and made a part hereof as if fully written herein.)

29. On **August 16, 2012**, an installment payment became due and payable on plaintiffs mortgage and has not been paid. Plaintiff has elected that the whole of the unpaid principal and interest shall now be due.

30. The date of default is **August 16, 2012**.

31. Demand for payment of all sums due under the Note and Mortgage was made, and payment has not been paid.

32. The following instruments or liens of record in the Office of the Register of MERCER County, New Jersey which affect or may affect the premises described herein all of which instruments or liens are subordinate to the lien of the mortgage set forth above:

32(a) **Wells Fargo Bank, National Association**, successor in interest to Wachovia Bank, National Association, herein referred to as "Wells Fargo Bank, National Association", is joined as a party defendant because it holds a mortgage which was executed by the defendants, Poonam Khanna and Sunil Khanna, dated May 23, 2003, recorded August 4, 2003, in Book 8244, Page 622, in the amount of \$700,000.00.

32(b) **Wells Fargo Bank, National Association**, successor in interest to Wachovia Bank, National Association, herein referred to as "Wells Fargo Bank, National Association", is the holder of the following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-116458-2007 CASE NUMBER: L 003497 06  
DATE ENTERED: 05/04/07 DATE SIGNED: 04/19/07  
TYPE OF ACTION: CONTRACT  
VENUE: BURLINGTON

DEBT: \$ 23,628.58  
COSTS: \$ 240.00

CREDITOR(S):  
WACHOVIA BANK NA  
F/K/A  
FIRST UNION NATIONAL BANK  
ATTORNEY: BEGLEY & GASKILL  
OLDE TOWN HALL  
40 E MAIN ST

DEBTOR(S):  
SUNIL KHANNA  
POONAM KHANNA  
1 ERIC CT, PRINCETON JUNCTION, NJ 08550

\*\*\* End of Abstract \*\*\*

32(c) **Trump's Castle Associates** is the holder of the following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-080026-2005 CASE NUMBER: L 003890 04  
DATE ENTERED: 04/01/05 DATE SIGNED: 03/07/05  
TYPE OF ACTION: BOOK ACC  
VENUE: ATLANTIC

DEBT: \$ 5,076.44

CREDITOR(S):

TRUMP'S CASTLE ASSOCIATES

ATTORNEY: SLATER TENAGLIA FRITZ ET AL  
301 THIRD STREET  
OCEAN CITY NJ 08226

DEBTOR(S):

SUNIL KHANNA

1 ERIC CT, PRINCETON JUNCTION, NJ 08550

PLUS SCP COSTS

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\*\*\* End of Abstract \*\*\*

32(d) **JPMorgan Chase Bank, National Association** is the holder of the following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-141290-2005 CASE NUMBER: L 000175 05  
DATE ENTERED: 06/07/05 DATE SIGNED: 05/13/05  
TYPE OF ACTION: CONTRACT  
VENUE: MERCER

DEBT: \$ 19,833.01

CREDITOR(S):

JPMORGAN CHASE BANK

A/K/A

JP MORGAN CHASE BANK, N.A.

F/K/A

THE CHASE MANHATTAN BANK

ATTORNEY: OLSHAN GRUNDMAN FROME ET AL  
2001 ROUTE 46, SUITE 202  
PARSIPPANY NJ 07054

DEBTOR(S):

SUNIL KHANNA

LOGITECK SYSTEMS INC

1 ERIC CT, PRINCETON JUNCTION, NJ 08850

PLUS COSTS J&S

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\*\*\* End of Abstract \*\*\*

32(e) **Trump Taj Mahal Associates** is the holder of the following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-185936-2005 CASE NUMBER: L 001736 05  
DATE ENTERED: 07/19/05 DATE SIGNED: 06/24/05  
TYPE OF ACTION: BOOK ACC  
VENUE: ATLANTIC

DEBT: \$ 7,575.42

CREDITOR(S):

TRUMP TAJ MAHAL ASSOCIATES  
A/K/A  
TRUMP TAJ MAHAL ASSOCIATES LP  
T/A  
TRUMP TAJ MAHAL CASINO RESORT  
ATTORNEY: SLATER TENAGLIA FRITZ, ET AL  
301 THIRD ST  
OCEAN CITY NJ 08226

DEBTOR(S):

SUNIL KHANNA  
(No Address)  
PLUS SCP COSTS

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\*\*\* End of Abstract \*\*\*

32(f) **American Express Travel Related Services Inc., a NY Corporation** is the holder of following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-051271-2007 CASE NUMBER: L 002145 06  
DATE ENTERED: 02/23/07 DATE SIGNED: 12/14/06  
TYPE OF ACTION: CONTRACT  
VENUE: MERCER

DEBT: \$ 16,193.12  
COSTS: \$ 268.50

CREDITOR(S):

AMERICAN EXPRESS TRAVEL RELATED SERVICES INC ,A NY CORPORATION  
ATTORNEY: FARR BURKE GAMBACORTA, ET AL  
1000 ATRIUM WAY  
SUITE 401  
MOUNT LAUREL NJ 08054  
856-813-2720

DEBTOR(S):

SUNIL KHANNA  
1 ERIC CT, PRINCETON JUNCTION, NJ 08550

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\*\*\* End of Abstract \*\*\*

32(g) **Getty Petroleum Marketing** is the holder of the following docketed JUDGMENT:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-311984-2007 CASE NUMBER: L 001119 07  
DATE ENTERED: 12/19/07 DATE SIGNED: 10/01/07  
TYPE OF ACTION: BOOK ACC  
VENUE: MERCER

DEBT: \$ 47,819.10  
COSTS: \$ 240.00

CREDITOR(S):

GETTY PETROLEUM MARKETING  
ATTORNEY: MARINO & MAYERS LLC  
MARINO PLAZA I  
75 KINGSLAND AVE - STE 3  
CLIFTON NJ 07014-2034  
973-473-8000

DEBTOR(S):

SUNIL KHANNA , INDIVIDUALLY  
(No Address)  
D/B/A  
ALLIANCE SERVICE CENTER  
(No Address)  
ALLIANCE SERVICE CENTER INC  
(No Address)

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\*\*\* End of Abstract \*\*\*

32(h) **L&L Consulting Inc.** is the holder of the following docketed judgment:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: J-209850-2011 CASE NUMBER: L 002323 11  
DATE ENTERED: 07/21/11 DATE SIGNED: 06/20/11  
TYPE OF ACTION: CONTRACT  
VENUE: MIDDLESEX

DEBT: \$ 92,160.00  
COSTS: \$ 288.50

CREDITOR(S):

L&L CONSULTING INC  
ATTORNEY: PHILIP R KAUFMAN  
54 WOODBRIDGE AVE  
HIGHLAND PARK NJ 08904  
732-777-5100

DEBTOR(S):

SUNIL KHANNA  
(No Address)  
PIONEER TECHNOLOGIES INC  
(No Address)

J&S

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\*\*\* End of Abstract \*\*\*

32(i) William P. Hipple, DDS. and Earl F. Cubbage, DDS. are the holders of the following docketed judgment:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-224910-2005 CASE NUMBER: DC 001605 05  
DATE DOCKETED: 08/25/05 DATE OF JUDGMENT IN S.C.P.: 05/19/05  
TYPE OF ACTION: CONTRC-REG  
VENUE: MERCER

DEBT: \$ 2,298.35  
COSTS: \$ 96.97  
INT: \$ 4.00  
DCKG: \$ 10.00

CREDITOR(S):

WILLIAM P HIPPLE ,DDS  
EARL F CUBBAGE ,DDS  
3100 PRINCETON PIKE  
LAWRENCEVILLE, NJ 08648  
ATTORNEY: PRESSLER & PRESSLER  
16 WING DR 2ND FL  
CEDAR KNOLLS NJ 07927

DEBTOR(S):

SUNIL KHANNA  
1 ERIC CT, PRINCETON JUNCTION, NJ 08550  
ATTORNEY: PRO SE

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\*\*\* End of Abstract \*\*\*

32(j) Citifinancial Service is the holder of the following docketed judgment:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-045664-2006 CASE NUMBER: DC 007541 05  
DATE DOCKETED: 02/21/06 DATE OF JUDGMENT IN S.C.P.: 12/12/05  
TYPE OF ACTION: CONTRC-REG  
VENUE: MERCER

DEBT: \$ 12,411.70  
COSTS: \$ 319.23  
INT: \$ 24.37  
DCKG: \$ 10.00

CREDITOR(S):

CITIFINANCIAL SERVICE  
ATTORNEY: HOWARD W SMITH  
1670 WHITE HORSE HAMILTON SQUARE RD  
PO BOX 9972  
TRENTON NJ 08650  
609-890-2501

DEBTOR(S):

SUNIL KHANNA  
1 ERIC CT, PRINCETON JUNCTION, NJ 08550  
ATTORNEY: PRO SE

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\*\*\* End of Abstract \*\*\*

32(k) Citifinancial Service is also the holder of the following docketed judgment:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-159946-2007 CASE NUMBER: DC 000436 07  
DATE DOCKETED: 06/07/07 DATE OF JUDGMENT IN S.C.P.: 03/12/07  
TYPE OF ACTION: CONTRC-REG  
VENUE: MERCER

DEBT: \$ 12,330.87  
COSTS: \$ 317.62  
INT: \$ 67.92  
DCKG: \$ 10.00

CREDITOR(S):

CITIFINANCIAL SERV

ATTORNEY: HOWARD W SMITH

1670 WHITE HORSE HAMILTON SQ RD

PO BOX 9972

TRENTON NJ 08650

DEBTOR(S):

POONAM KHANNA

1 ERIC CT, PRINCETON JCT, NJ 08550

ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

32(L) Hudson and Keyeses, on behalf of A/K/A MBNA America is the holder of the following docketed judgment:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-292138-2007 CASE NUMBER: DC 008083 07  
DATE DOCKETED: 11/16/07 DATE OF JUDGMENT IN S.C.P.: 10/18/07  
TYPE OF ACTION: CONTRC-REG  
VENUE: MERCER

DEBT: \$ 6,042.53  
COSTS: \$ 191.85  
INT: \$ 9.57  
DCKG: \$ 10.00

CREDITOR(S):

HUDSON & KEYSES ,ON BEHALF OF

A/K/A

MBNA AMERICA

ATTORNEY: MARK S CARTER

79 MAIN ST

HACKENSACK NJ 07061

DEBTOR(S):

SUNIL KHANNA

1 ERIC CT, PRINCETON JCT, NJ 08550

ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

32(M) State of New Jersey is the holder of the following docketed judgments:

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-006212-2004  
DATE DOCKETED: 01/15/04  
TYPE OF ACTION: CERTIF OF DEBT  
VENUE: MERCER

DEBT: \$ 4,468.95

CREDITOR(S):  
STATE OF NEW JERSEY  
ATTORNEY: PRO SE

DEBTOR(S):  
SUNIL KHANNA , SSN#:XXX-XX-7326  
1 ERIC CT, PRINCETON JUNCTION, NJ 08550-2255  
ATTORNEY: PRO SE  
D/B/A  
ALLIANCE SERVICE CENTER INC  
(No Address)

DEBT CERTIFIED TO SUPERIOR COURT CLERK BY DIRECTOR  
OF THE DIVISION OF TAXATION FOR FAILURE TO PAY.  
\*\*\* End of Abstract \*\*\*

32(M-1)

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-217496-2009  
DATE DOCKETED: 09/10/09  
TYPE OF ACTION: CERTIF OF DEBT  
VENUE: MERCER

DEBT: \$ 42,458.58

CREDITOR(S):  
DIV OF TAXATION ,TAX ID NUMBER = I\*\*\*\*\*415000  
ATTORNEY: PRO SE

DEBTOR(S):  
POONAM KHANNA ,PRO SE, SSN#:XXX-XX-X415  
1 ERIC CT, PRINCETON JUNCTI, NJ 08550-2255  
ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

32(M-2)

SUPERIOR COURT OF NEW JERSEY  
JUDGMENT NUMBER: DJ-217497-2009  
DATE DOCKETED: 09/10/09  
TYPE OF ACTION: CERTIF OF DEBT  
VENUE: MERCER

DEBT: \$ 42,458.58

CREDITOR(S):  
DIV OF TAXATION ,TAX ID NUMBER = I\*\*\*\*\*326000  
ATTORNEY: PRO SE

DEBTOR(S):  
SUNIL KHANNA ,PRO SE, SSN#:XXX-XX-X326  
1 ERIC CT, PRINCETON JUNCTI, NJ 08550-2255  
ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

32(M-3)

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-191269-2011  
DATE DOCKETED: 06/30/11  
TYPE OF ACTION: CERTIF OF DEBT  
VENUE: MERCER

CASE NUMBER: GE 229-0111 SO,

DEBT: \$ 10,773.00  
OTH: \$ 3,077.30

CREDITOR(S) :

STATE OF NEW JERSEY

DEBTOR(S) :

PIONEER TECHNOLOGIES INC  
(No Address)

SUNIL KHANNA , PRES & IND  
PO BOX 955  
WEST WINDSOR, NJ 08550

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DEBT CERTIFIED TO THE CLERK OF THE SUPERIOR COURT BY THE  
DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE.  
\*\*\* End of Abstract \*\*\*

33. The Plaintiff is also the holder of the following Federal Tax Liens, which is listed below only for information.

33(a) Department of the Treasury – Internal Revenue Service vs. Sunil Khanna, dated October 13, 2006, recorded October 30, 2006, in Lien Book 174, Page 159, in the amount \$9,017.88, plus interest and penalty.

33(b) Department of the Treasury – Internal Revenue Service vs. Sunil and Poonam Khanna, dated October 20, 2006, recorded November 3, 2006, in Lien Book 174, Page 207 in the amount of \$18,538.41, plus interest and penalty.

33(c) Department of the Treasury – Internal Revenue Service vs. Sunil and Poonam Khanna, dated January 5, 2007, recorded January 31, 2007, in Lien Book 176, Page 205 in the amount of \$59,622.77, plus interest and penalty.

33(d) Department of the Treasury – Internal Revenue Service vs. Sunil and Poonam Khanna, dated April 12, 2011, recorded April 20, 2011, in Lien Book 214, Page 291 in the amount of \$15,802.02 plus interest and penalty.

33(e) Department of the Treasury – Internal Revenue Service vs. Sunil and Poonam Khanna, dated March 10, 2015, recorded March 18, 2015, in Lien Book 223, Page 989 in the amount of \$15,934.39 plus interest and penalty, which is listed here only for information.

34. Any interest or lien which any of the defendants herein has or claims to have in or upon the said mortgaged premises or some part thereof is subject to the lien of plaintiff's mortgage.

### **COUNT ONE**

#### **Foreclosure on the Mortgaged Premises**

35. Plaintiff repeats the allegations contained in Paragraphs 1 through 34 of the Complaint and makes same as part hereof as if repeated at length.

36. As a result of **Logitech Systems, Inc., Sunil Khanna and Poonam Khanna's** default under the Note, Guarantee and Mortgage, Plaintiff is entitled to immediate payment of the entire unpaid balance due and owing under the loan documents, with interest accruing on such at the rate provided for under the mortgage, together with reasonable attorneys' fees and other charges as provided for under the mortgage.

WHEREFORE, plaintiff prays for judgment as follows:

- (a) Fixing the amount due on its mortgage.
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to said lands.
- (c) Directing that the plaintiff be paid the amount due on its mortgage with interest and costs.
- (d) Adjudging that said lands be sold according to law to satisfy the amount due plaintiff.
- (e) Appointing a receiver of rents, issues and profits of said lands.
- (f) Such other and further relief as the Court deems just and equitable.

## SECOND COUNT

### Possession of Mortgaged Premises

37. Plaintiff repeats any and all allegations of Paragraphs 1 through 36 of the Complaint and makes same a part hereof as if repeated at length.

38. By reason of the default in the terms of the mortgage referred to in the First Count of the Complaint, and by reason of the terms of the mortgage, plaintiff is entitled to possession of the premises described herein.

39. Defendants, **Sunil Khanna; Mrs. Sunil Khanna, his wife; Poonam Khanna and Mr. Khanna, husband of Poonam Khanna;** are now in possession of the premises described herein and have at all times deprived plaintiff of possession of said premises.

WHEREFORE, plaintiff prays for judgment as follows:

- (a) That plaintiff or the purchaser at the foreclosure sale recovers possession of the mortgaged premises against said defendants or anyone holding under them.
- (b) Damages for mesne profits.
- (c) Costs.
- (d) Such other and further relief as the Court deems just and equitable.

### DESIGNATION OF TRIAL COUNSEL

Frank J. Martone, Esq. is hereby designated as trial counsel for the Plaintiff, the UNITED STATES OF AMERICA.

### CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned attorney certifies that there are no other actions pending or contemplated at this time related to the subject matter of this action.

### CERTIFICATION PURSUANT TO R. 4:5-1 AND R. 4:64-1

In accordance with Rule 4:5-1, I hereby certify that the matter in controversy is not the subject of any action pending arbitration proceeding. There is no other action or arbitration proceeding contemplated, nor is there any other party who should be joined in this action.

In accordance with Rule 4:64-1(a), I hereby further certify that a title search of the public record has been received and reviewed for the purpose of identifying any lien holders and/or other person and entities with an interest in the property that is subject to foreclosure. The effective date of the title search is December 2, 2015.

**CERTIFICATION OF DILIGENT INQUIRY TO BE ANNEXED TO RESIDENTIAL MORTGAGE FORECLOSURE COMPLAINTS PURSUANT TO RULE 1:5-6(c)(1)(E) AND RULES 4:64-1(a)(2) and (3)**

I, Frank J. Martone, Esq., of full age, hereby certifies and says:

1. I communicated by e-mail with the following named employee(s) of the U.S. Small Business Administration, who stated that he/she personally reviewed the documents submitted to the Court and that he/she confirmed their accuracy.

2. The name, title and responsibilities of the plaintiff's employee(s) with whom I communicated are: Hannah Nguyen, Loan Specialist, who is responsible for reviewing and executing loan documents.

3. Based on my communication with the above-named employee(s) of plaintiff, as well as my own inspection of the loan information supplied by plaintiff and other diligent inquiry, I execute this certification to comply with the requirements of Rule 1:4-8(a), 1:5-6(c)(1)(E), and 4:64-1(a)(2) and (3).

4. I am aware that I have continuing obligation under Rule 1:4-8 to amend this certification if a reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support for any factual assertions proffered by plaintiff in any court filings or documents in this case.

Respectfully submitted this 2<sup>nd</sup> day of May, 2016

By: /s/ Frank J. Martone  
Frank J. Martone, Esq.  
Attorney for Plaintiff  
Frank J. Martone, P.C.  
1455 Broad Street  
Bloomfield, NJ 07003  
973-473-3000  
973-473-3243 – Fax  
fjm@martonelaw.com

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. SECTION 1601, AS AMENDED**

1. The amount of the debt is stated in paragraph 28 of the complaint attached hereto.
2. The plaintiff who is names in the attached summons and complaint is the creditor to who the debt is owed.
3. The debt described in the complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtors, within thirty days after receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor who is named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written request should be addressed to Fair Debt Collection Clerk, Law Office of Frank J. Martone, P.C., 1455 Broad Street, Bloomfield, NJ 07003.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**